



City of Raleigh

Request for Proposal/Qualification #

Title: Community Enhancement Grant

Issue Date: November 21, 2017

Proposal Due Date: January 8, 2018

Before 4:00 PM ET

Mandatory application workshop

Walnut Creek Wetland Center, 905 Peterson St, Raleigh, NC 27610

Thursday December 7, 2017 at 10:00am—12:00noon

Or

Thursday December 14, 2017 at 2:00pm—4:00pm

Issuing Department: *Housing & Neighborhoods*

Direct all inquiries concerning this RFP to:

George Adler

Senior Planner/Analyst

Email: George.adler@raleighnc.gov

Phone: 919-996-6963



City Of Raleigh
North Carolina

Housing and Neighborhoods Department
Community Development Division

COMMUNITY ENHANCEMENT GRANT PROGRAM

Request for Proposals (RFP)
for
Fiscal Year 2018-19

**APPLICATION GUIDELINES
COMMUNITY ENHANCEMENT PROGRAM
CITY OF RALEIGH HOUSING AND NEIGHBORHOODS DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION**

Contents

INTRODUCTION.....	3
ELIGIBLE APPLICANTS.....	4
ELIGIBLE USES.....	4
INELIGIBLE USES.....	4
FUNDING PRIORITIES.....	4
FUNDS AVAILABLE.....	5
APPLICATION EVALUATION CRITERIA.....	5
THRESHOLD REQUIREMENTS	5
APPLICATION DEADLINE AND SCHEDULE	6
APPLICATION FORMAT	7
MAILING AND CONTACT ADDRESS.....	7
AWARD EXPENDITURE SCHEDULE.....	8
APPLICATION SCORING INFORMATION	9
HUD QUALIFIED CENSUS TRACT MAP	10
CONTRACT TERMS	11

INTRODUCTION

The City of Raleigh announces the availability of Community Enhancement Grant funds for Fiscal Year 2018-19. Funds are awarded through this competitive request for proposals process. The grant program is designed to fund public services that support neighborhood improvements or innovative services that serve low- and moderate-income persons and neighborhoods.

The grant program is funded through the City’s federal Community Development Block Grant (CDBG) program. The primary objective of the CDBG program is to develop viable communities by providing decent housing, suitable living environments, and economic development opportunities, principally to low- and moderate-income residents. Goals and objectives for the City’s CDBG, HOME, and ESG programs are described in Raleigh’s Five-Year *2016—2020 Consolidated Plan*.

The City’s current *2016--2020 Consolidated Plan* can be viewed here:

<http://www.raleighnc.gov/home/content/Departments/Articles/HousingandNeighborhoods.html>

ELIGIBLE APPLICANTS

Only nonprofits with a 501(c)3 designation are eligible to apply for and receive grant awards. Nonprofits that have been funded previously through the program are eligible to apply again; however, no organization will be funded more than 2 years consecutively.

ELIGIBLE USES

This program supports public services for persons who are low or moderate income (with household income less than 80 percent of area median income (AMI)). Recipients of funds must ensure and document that at least 51% of the persons served are low or moderate income.

Examples:

Eligible activities include, but are not limited to:

- Helping households successfully exit homelessness
- Job training
- Substance abuse prevention/treatment
- Counseling
- Tutoring
- Child care
- Health care
- Services for older adults
- Recreational needs

Please note that purchase of small electronics such as computers and iPads/tablets and accessories is not an eligible cost for the Community Enhancement Grant.

If you have a question about whether or not an activity qualifies for funding, please contact George Adler at george.adler@raleighnc.gov or 919-996-6963.

INELIGIBLE USES

The following are not eligible to be funded through the Community Enhancement Grant:

- General administrative support/general agency operations
- Housing construction: the City has other programs available for this type of activity
- Public services for persons with incomes greater than 80% of area median income (AMI).

FUNDING PRIORITIES

- Projects that serve:
 - Persons who are exiting homelessness
 - Extremely low-income persons (incomes at or below 30% AMI)
 - Low-income youth
 - Persons who are disabled

- Victims of domestic violence
- Persons living with HIV/AIDS
- Seniors
- New projects that address demonstrated gaps in services for low and moderate income persons

FUNDS AVAILABLE

Funds available for this grant program come from the City's Community Development Block Grant (CDBG) entitlement. These are federal funds with a variety of requirements that agencies must agree to follow prior to receiving an award. Total funding for the Community Enhancement Program will be approximately \$175,000. **This grant program has a funding award cap of \$60,000 per project and agency.**

APPLICATION EVALUATION CRITERIA

Information considered in evaluating applications include:

- ***Clear presentation of all program costs in the budget format provided***
 - Total cost of the program
 - Identify all costs
 - Identify all sources and amounts including the requested amount
 - Budget must be complete, reasonable, and realistic
- ***Community impact of proposed activity***
 - Identify the specific expected outcomes of the proposed activity
 - Explain clearly how the beneficial outcomes of the program will be measured
 - Include concrete, measureable objectives
 - Include the timeline for implementation of the program
- ***Past performance with this and any other City funded grants or loans***
 - If the City funded this agency in the past from any City grant program . . .
 - Did the agency receive a Community Enhancement Grant in either of the last two years?
 - Did the agency spend funds in a timely fashion?
 - Did the agency provide adequate backup documentation when requesting reimbursement?
 - Were measureable objectives met and properly reported?
 - Input of the host community for neighborhood targeted projects
 - Coordination/collaboration with ongoing neighborhood revitalization efforts or other local activities that promote economic self-sufficiency and/or community improvement.

THRESHOLD REQUIREMENTS

The following criteria are minimum thresholds for consideration of an application. Applications must meet these basic criteria to be considered for further evaluation. ***If the City determines that an application does not meet one or more of the criteria listed below, it will not be evaluated.***

Project Proposal Requirements

- a) Proposed projects must meet the CDBG national objective of benefiting low- to moderate income persons, households, or areas [see 24 CFR 570.200(a)(2) and 570.201(e)]

- b) Non-profit organizations must have received a Section 501(c)(3) tax-exempt designation from the Internal Revenue Service.
- c) If an applicant is delinquent on the repayment of a City loan, is currently in default on a City mortgage, or is delinquent in any required reporting or monitoring activities, the proposal will not be evaluated unless the delinquent items are corrected.
- d) Applicants who have received funds in the past must be in good standing with the City's Community Development Division and any current project must be progressing in accordance with the schedule developed for that project

Applicant Requirements

- a) Must have an adequate financial management system in place to maintain effective control and accountability over all funds, property, and other assets covered by this proposal.
- b) Must be able to produce sufficient backup documentation for costs of the project and files for review and audit.
- c) Must have adequate internal management procedures and separation of duties to prevent fraud and abuse.
- d) Must not have outstanding audit deficiencies, findings, or disallowed costs from previous projects or activities.
- e) Must have a Board of Directors that meets on a regular basis (monthly preferred).
- f) Request must not exceed 50% of the total project budget.
- g) Request must not exceed 25% of an applicant's total agency budget.

APPLICATION DEADLINE AND SCHEDULE

Completed applications are due January 8, 2018.

The Review Committee will score proposals from eligible organizations. Recommendations based on those scores will be submitted to City Council for approval. Recommendations will be included in the City of Raleigh's **Annual Action Plan (2018-19)** for approval by Raleigh City Council.

The anticipated schedule (subject to revision) is:

On or about November 20, 2017

Application and guidelines for 2018-19 made available.

Application Workshops

ATTENDANCE IS MANDATORY *for any organization planning to submit an application for this grant.*

Workshops are designed to explain the federal requirements attached to awards, the targeting and special conditions of the year's grant cycle, types of documentation that will be required to gather and keep on file, and how the review process will be conducted. The presentation at each workshop will be the same, so interested parties need only attend one.

Workshops will be held:

- **10:00 AM-12 Noon on Thursday, December 7, 2017**
 - At Walnut Creek Wetland Center, 905 Peterson St., Raleigh, NC 27610

- **2:00-4:00 PM on Thursday, December 14, 2017**
 - At Walnut Creek Wetland Center, 905 Peterson St., Raleigh, NC 27610

Monday, January 8, 2018

APPLICATIONS DUE BY 4:00 PM. Applications must be received in Community Development Division offices by 4:00 PM. **Community Development offices are located at 421 Fayetteville Street, 12th floor, Raleigh, NC 27601.** Applications postmarked on this date, but not received by this date and time will be considered late and will not be reviewed.

January and February 2018

Review of eligible applications by Review Committee

February / April 2018

Recommendations included in Annual Action Plan. Awards are contingent upon the City of Raleigh receiving CDBG funds from the US Dept. of HUD

April/May 2018

Raleigh City Council approves Annual Action Plan. Contracting process begins for approved projects. Contract dates are anticipated to be July 1, 2018—June 30, 2019.

APPLICATION FORMAT

One printed application with original signatures (**handwritten applications will not be accepted**) in **Word or RTF formatted**, with **the budget in the required format provided**, and **one hard copy set of supporting documentation** (e.g. fiscal reports, audits, Board members, Board minutes, etc.) must all be submitted together. The flash drive should include **all documents in the required electronic formats** and accompany the hard copies.

MAILING AND CONTACT ADDRESS

Applications should be sent / delivered to:

George Adler
City of Raleigh
Community Development Division
Housing & Neighborhoods Department
919-996-4330 (main number)

Location for hand delivery or overnight mailing:

421 Fayetteville Street, 12th floor
Raleigh NC 27601

Mailing address:

PO Box 590
Raleigh, NC 27602

All applications are due in Community Development offices by 4 PM on Monday, January 8, 2018.

Applications must be received in Community Development Division offices by this time and date. Applications postmarked on the due date, but not received by this date and time will be considered late and will not be reviewed.

AWARD EXPENDITURE SCHEDULE

Awarded funds not spent within 12 months of contract start date will be recaptured by the City of Raleigh. Applicants who are awarded funds are expected to start their project activities the same month that the contract starts.

QUESTIONS?

George Adler
Senior Planner/Analyst
(919) 996-6963
george.adler@raleighnc.gov

APPLICATION SCORING and POINTS

Applications will be scored by the Review Committee according to the categories below. The points listed are the maximum points available per category. For more detail, see the Community Enhancement Grant Criteria Scoring Matrix, attached.

1. Project (40 Points)

- Description of project
- Project goals, objectives, and scope
- Priority objective of the City's Five-Year Consolidated Plan
- Project Budget
- Financial Need

2. Fiscal Responsibility (30 points)

- Audit
- Diversity of funding sources
- Previous City grants

3. Organizational Capacity (30 Points)

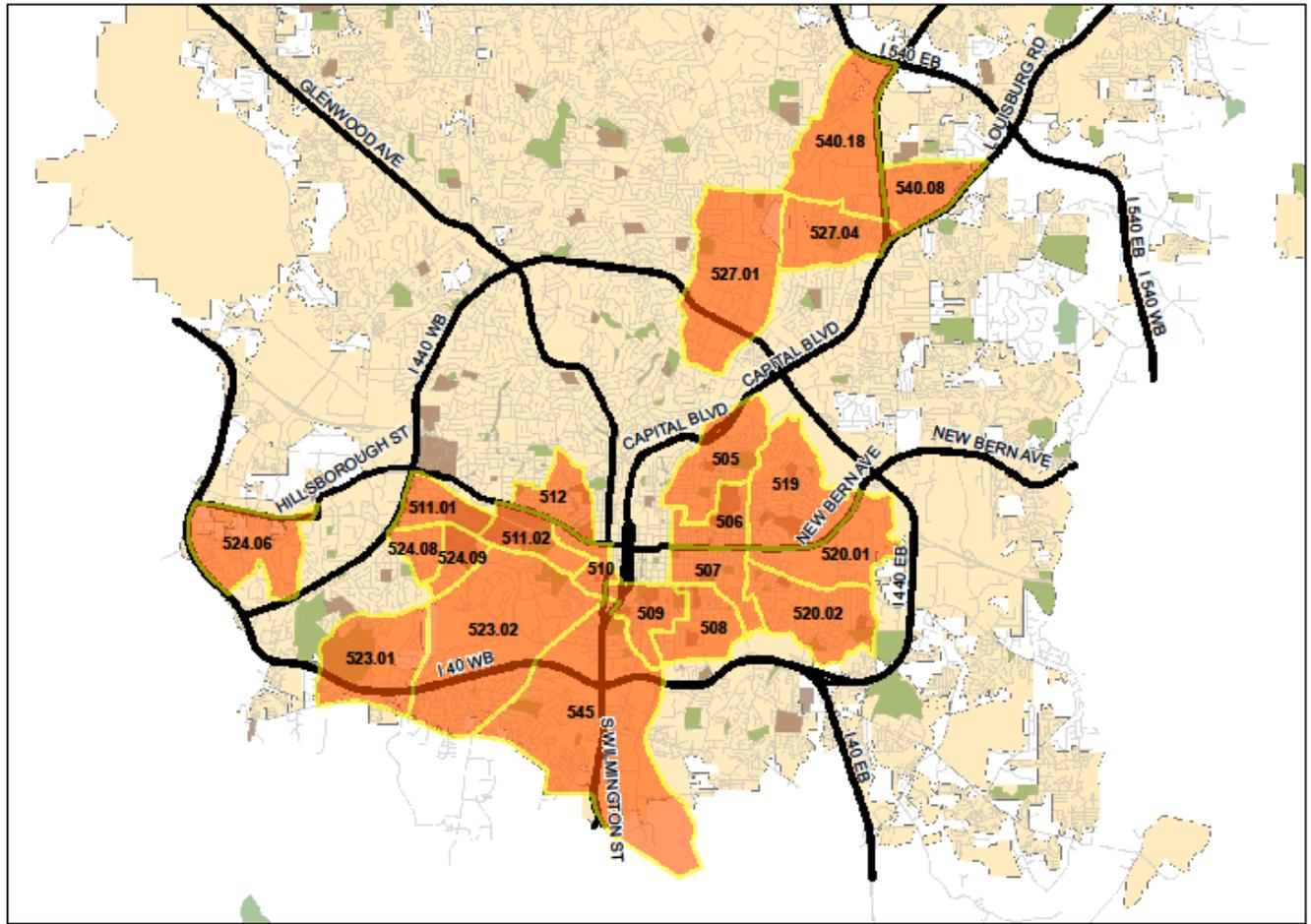
- Organization's Mission Statement
- Board Members
- No Board Member conflict of interest
- Stable, trained, experienced, certified management staff
- Experience of staff members
- Collaboration with other organizations

4. Additional Points (15)

- COR funding
- First time applicant
- Assisting households exit homelessness
- Providing job training

TOTAL POINTS AVAILABLE: 115

Qualified Census Tracts



This map should be used for planning purposes only. Please contact George Adler at (919) 996-6963 or george.adler@raleighnc.gov to confirm that your project is located in a Qualified Census Tract.

CONTRACT TERMS

Non-discrimination

To the extent permitted by State Law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote. The parties further agree in all respects to conform to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

Minority or Women Owned Businesses

The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact Maria Torres, MWBE Coordinator, PO BOX 590 Raleigh, NC 27602.

Assignment

This Contract may not be assigned without the express written consent of the City.

Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on

account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in

no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

4.13 CONFIDENTIAL INFORMATION:

To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

1.14 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections

throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

E - Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Iran Divestment Act Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. §147-55 *et seq.* ***

Pursuant to N.C.G.S. §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

N.C.G.S. §147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/iran and will be updated every 180 days.

* Note: Enacted by Session Law 2015-118 as N.C.G.S. §143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.